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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

MARTA JULIA CARLIN, Plaintiff, -against- STONE SOURCE, LLC, IZZETTIN OZLU and JOSEPH MACISAAC, Defendants.	**COMPLAINT** *Jury Trial Demanded*

Plaintiff, Marta Julia Carlin ("Plaintiff"), by and through her counsel, the Law Office of Peter A. Romero PLLC, as and for her Complaint against the Defendants Stone Source, LLC, Izzettin "Sean" Ozlu and Joseph MacIsaac, alleges and complains as follows:

NATURE OF THE ACTION

1. Plaintiff brings this action against Defendants to redress Defendants' violations of the New York State Human Rights Law, N.Y. Exec. Law §290, et. seq. (the "Executive Law") and the Administrative Code of the City of New York, 8-101 et seq. (the "City Law"). The Defendants discriminated against Plaintiff in the terms and conditions of her employment based on sex and gender, treated Plaintiff less favorably than male employees with respect to transfers and opportunities for advancement and promotion, and retaliated against Plaintiff because she complained of discrimination.

2. Plaintiff seeks injunctive and declaratory relief, compensatory damages, punitive damages, attorneys' fees and other appropriate relief pursuant to the Executive Law and City Law.

3. Defendants' unlawful conduct was knowing, malicious, willful and wanton and/or showed a reckless disregard for Plaintiff's protected rights, which has caused and continues to cause Plaintiff to suffer substantial economic and non-economic damages.

JURISDICTION AND VENUE

4. This Court has jurisdiction over this action pursuant to 28 U.S.C. §1332 because there is diversity of citizenship between Plaintiff, a citizen of Poland, and the Defendant, Stone Source, LLC, is a citizen of New York State.

5. Venue is proper within this judicial district pursuant to 28 U.S.C. §1391 because the unlawful practices complained of herein occurred within the Southern District of New York and because Defendant, Stone Source, LLC, resides within the Southern District of New York.

6. Pursuant to §8-502(c) of the City Law, a copy of this complaint has been served on the City of New York Commission on Human Rights and the Corporation Counsel of the City of New York.

THE PARTIES

7. Plaintiff is an adult female and a "person" within the meaning of the state and city human rights law.

8. Upon information and belief, Stone Source, LLC ("Stone Source") is a limited liability company headquartered in New York with its principal place of business located at 215 Park Avenue South, New York, New York.

9. At all times relevant, Defendant Izzettin "Sean" Ozlu ("Ozlu") is a "person" within the meaning of the state and city human rights law.

10. At all times relevant, Defendant, Joseph MacIsaac ("MacIsaac"), has authority to hire and fire employees for Stone Source and authority to supervise and control the conditions of employment of Plaintiff and other employees.

FACTUAL ALLEGATIONS

11. Defendant Stone Source, LLC, is a textile company that provides natural stone, porcelain tile, ceramic tile, glass tile, engineered stone, and reclaimed wood, with corporate headquarters in New York.

12. Stone Source, LLC is a male-dominated company with an all-male executive team consisting of President/Chief Executive Officer Joe MacIsaac; Vice President and Chief Financial Officer, Mike Roth; Chief Operating Officer, Ron Pierce; Vice-President – Chief Products Officer, Ron Silano; Vice President – Custom Product Development and Procurement, Sean Ozlu; Director of Procurement, Tom Harty; and Senior Director-Supply Chain, Ralph Tramantano,

13. Defendant Sean Ozlu is Vice President – Custom Product Development and Procurement at Stone Source and reports to President/CEO Joe MacIsaac.

14. Plaintiff and Ozlu were involved in a romantic relationship.

15. Ozlu used his leverage, by virtue of being part of Stone Source's all-male power structure, to keep Plaintiff indentured in an abusive relationship and to retaliate against Plaintiff after she decided to end their relationship by having Plaintiff banished from the corporate office to a warehouse in New Jersey.

16. On or about April 21, 2014, Plaintiff began employment with Defendant Stone Source, LLC at its corporate offices located at 215 Park Avenue South, New York, New York. Plaintiff was hired to work as an Order Specialist in the Logistics Department, an entry level position with an annual base salary of $42,500.00.

17. Plaintiff excelled in her position and exceeded Defendant's expectations. Within six months, she was promoted to Product Specialist on the Procurement Team with an increased base salary of $58,000.00. As a result of her promotion, Plaintiff was given primary responsibility to manage International Burberry, one of Stone Source, LLC's largest accounts.

18. On December 1, 2014, Defendants transferred Plaintiff to the Boston office.

19. In late fall 2015, Edward Pedrick, Regional Manager of New York, proposed to Defendant's Board of Directors that Plaintiff be transferred back to New York.

20. On or about April 21, 2016, Plaintiff was promoted again to Account Manager, with a compensation package that included an annual base salary of $61,000 and .41% commission on all Stone Source Direct accounts and a potential annual income in excess of $83,000.

21. On August 1, 2016, Plaintiff was transferred back to the New York corporate office.

22. Plaintiff reported to Sean Ozlu. As Plaintiff's relationship with Ozlu deteriorated, she made several attempts to end the relationship, but Ozlu used his position and power to keep her from leaving him by threatening to have Plaintiff fired.

23. On or about October 6, 2016, Ozlu published a photo of Plaintiff and Stone Source, LLC Architectural Sales Representative, Michael Castro, to Stone Source employees. Ozlu told President and CEO Joe MacIsaac that Plaintiff and Castro were having an affair. He threatened Plaintiff with termination if she ended her relationship with Ozlu.

24. On or about December 2, 2016, Plaintiff moved out of Ozlu's residence.

25. Days later, Ozlu informed MacIsaac about Plaintiff's separation. He retaliated against Plaintiff for ending their relationship by having Plaintiff transferred to New Jersey.

26. Ozlu spoke to other Stone Source, LLC employees, including Jorgen Engersgard, about his relationship with Plaintiff and he disseminated photos of Plaintiff and Castro to Stone Source, LLC employees.

27. On or about December 5, 2016, Plaintiff asked to meet with MacIsaac to discuss Ozlu's inappropriate workplace conduct.

28. The next day, Plaintiff met with MacIsaac and informed him that she had been trying to end her relationship with Ozlu because he was abusive. Plaintiff told MacIsaac that she did not want her decision to leave Ozlu to negatively affect her career at Stone Source, LLC or her opportunities for advancement with the organization.

29. Shortly thereafter, MacIsaac told Plainitff she was going to be transferred from Stone Source, LLC's New York corporate offices to a warehouse in Carlstadt, New Jersey.

30. Plaintiff complained to MacIsaac that the decision to transfer her was discriminatory.

31. On or about January 2, 2017, Plaintiff began working at the New Jersey warehouse. She was given a position with a diminished title and job responsibilities and significantly reduced earning potential. Moreover, Plaintiff's responsibilities for Stone Source Direct were reassigned to Tom Lillard.

32. Ozlu has continued to make discriminatory and disparaging remarks about Plaintiff, causing Plaintiff to suffer humiliation and embarrassment. In January 2017, for example, Ozlu referred to Plaintiff as a "whore" when speaking to MacIsaac.

33. Based on the foregoing, Defendants discriminated against Plaintiff with respect to the terms and conditions of her employment based on sex and gender and retaliated against Plaintiff.

34. As a proximate result of Defendants' discrimination, Plaintiff has suffered and continues to suffer substantial loss of earnings, lost opportunities of advancement, embarrassment, humiliation, mental anguish and other incidental and consequential damages.

35. The conduct of Defendants was done in conscious disregard of Plaintiff's rights warranting an award of punitive damages.

FIRST CLAIM FOR RELIEF

36. Plaintiff realleges and incorporates by reference the preceding allegations as if fully set forth herein.

37. By the acts and practices described above, the Defendants discriminated against Plaintiff in the terms and conditions of her employment on the basis of her sex and/or gender in violation of the Executive Law.

38. As a result of Defendants' discriminatory conduct, Plaintiff has suffered loss of income and benefits, loss of opportunity for advancement and promotion, emotional pain and suffering, mental anguish, embarrassment and humiliation.

SECOND CLAIM FOR RELIEF

39. Plaintiff realleges and incorporates by reference the preceding allegations as if fully set forth herein.

40. By the acts and practices described above, the Defendants discriminated against Plaintiff in the terms and conditions of her employment on the basis her of sex and/or gender in violation of the City Law.

41. As a result of Defendants' discriminatory conduct, Plaintiff has suffered loss of income and benefits, termination of employment, loss of opportunity for advancement and promotion, emotional pain and suffering, mental anguish, embarrassment and humiliation.

THIRD CLAIM FOR RELIEF

42. Plaintiff realleges and incorporates by reference the preceding allegations as if fully set forth herein.

43. By the acts and practices described above, the Defendants retaliated against Plaintiff in in violation of the Executive Law.

44. As a result of Defendant's retaliatory conduct, Plaintiff has suffered loss of income and benefits, loss of opportunity for advancement and promotion, emotional pain and suffering, mental anguish, embarrassment and humiliation.

FOURTH CLAIM FOR RELIEF

45. Plaintiff realleges and incorporates by reference the preceding allegations as if fully set forth herein.

46. By the acts and practices described above, the Defendants retaliated against Plaintiff in violation of the City Law.

47. As a result of Defendants' retaliatory conduct, Plaintiff has suffered loss of income and benefits, termination of employment, loss of opportunity for advancement and promotion, emotional pain and suffering, mental anguish, embarrassment and humiliation.

DEMAND FOR A JURY TRIAL

48. Plaintiff demands a trial by jury as to all issues in the above matter.

WHEREFORE, Plaintiff demands judgment against Defendants and that the Court enter an award in favor of Plaintiff:

(i) Declaring the acts and practices complained of herein are in violation of the Executive Law and the City Law;

(ii) Reinstatement of Plaintiff to an equivalent position;

(iii) Damages in the form of back pay with interest;

(iv) Front pay, in lieu of reinstatement;

(v) Compensatory damages for emotional pain and suffering, mental anguish, embarrassment and humiliation;

(vi) Punitive damages under the City Law;

(vii) Attorneys' fees, costs and disbursements; and

(viii) Such other and further relief as this Court may deem just and proper

Dated: Babylon, New York
March 31, 2017

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By: ______________________

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